

DEED OF SALE

THIS DEED OF CONVEYANCE AND ABSOLULUTE SALE is made on this the ____ day of _____
20....

BY AND BETWEEN

Mrs. Anita Agarwal (Aadhaar No. – 586654635327), Wife of Pradeep Agarwal aged about 51 years residing at Near Rly Crossing, Chirkunda, Upar Bazar, Sonar Dangal, Nirsa Cum Chirkunda, Chirkunda, Dhanbad, Jharkhand - 828202, PAN – AWWPA0773E, hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, interest and permitted assignees) of the ONE PART. (Indian Citizen)

AND - IN FAVOUR OF

_____ w/o of Sri _____, by faith Hindu, by caste _____, by occupation _____, resident of _____ P.S. _____ District, (hereinafter called and referred as the PURCHASER/ TRANSFAREE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs executors ,successors, administrator, legal representatives and assigns) of the OTHER PART. (Indian Citizen)

Anita Agarwal is the absolute and lawful owner of Khata Number – 228, Plot number – 350, total admeasuring **40.6** dismil situated at Mouza – Merah, and District - Dhanbad vide the sale deed dated Registered as document number At the office of the Sub-Registrar **Dhanbad**.

AND WHEREAS after such purchase _____ mutated its name in the landlord sheresta the state of Jharkhand in Thoka No. (Vide Mutation Case No. _____ (_____) _____) and has been paying the rents in the landlord Sheresta The state of Jharkhand.

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AND WHEREAS while thus in peaceful possession of the schedule A property _____ constructed a multi-storied residential complex over the said land more fully described in the schedule A below on this deed which is commonly known as **RADHA RESIDENCY** as per approved plan of **JMADA, DHANBAD** vide approval No. MADA/BP/0254/2023, dated 23/10/2023.

AND WHEREAS the purchaser approached the vendor and expressed her intention to buy a flat in the floor of the building more clearly mentioned described in the Schedule B of this deed on ownership basis and offered to pay a sum of Rs. _____/- only as the highest consideration thereof.

AND WHEREAS as per rules framed by the state of Jharkhand the Valuation is Rs. _____/- only.

AND WHEREAS in course and as a result of negotiations between the parties hereto the vendor has agreed to sell and the purchaser has agreed to purchase the said Flat No. _____ in the _____ Floor more fully and clearly described in the schedule below for the reasonable and highest consideration of Rs. _____/- only.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-

1. That in consideration of total sum of Rs. _____/- only which has been paid by the purchaser to the vendor (the receipt of which sum is hereby acknowledged and admitted by the vendor) the vendor as owner do hereby grant, sell, conveys, transfer and assigns to the purchaser free from all encumbrances whatsoever the property described in the schedule B with fixtures and all rights, easements and appurtenance to the said property hereby conveyed hereunder of the purchaser.
2. That the vendor has assured the purchaser that the property hereby conveyed is free from all kinds of charges of encumbrances and that there is absolutely no defect in the title whatsoever. The vendor further assures that the vendor was in peaceful possession over the Flat No. _____ in the _____ Floor and have full right to transfer the same unto the purchaser by way of sale, gift, mortgage by letting out the same in any person or

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persons without any objections from any corner.

3. That the vendor has further assure that if due to either on account of defect in the title or encumbrances of or any other fault of the vendor, the purchaser or her successors is dispossessed from whole or part, the purchaser shall get back the entire amount of consideration money.
4. That the purchaser undertakes to abide by the rules and regulations made by the building owner and or by managing committee shall be responsible for the upkeep and maintenance etc. of the said _____.
5. That the purchaser shall have to pay all such charges for common facilities, services, repairs and maintenance of the _____ as determined by the owner directly or aforesaid managing committee such as maintenance cost of lift, common passage, electric bill, guard charges etc.
6. That so long as each part of _____ is not assessed separately for taxes and levies the purchaser shall pay proportionate separately for taxes and levies the purchaser shall pay proportionate share of such Apartment as determined by the vendor or the managing committee (as the case may be) and shall be conclusive and binding on the purchaser.
7. That the purchaser shall neither keep itself nor permit any one to keep animals including dog inside the complex and area appurtenant to the complex.
8. That the purchaser shall not commit any nuisance in any part of the complex.
9. Not to throw any rubbish or store any articles of combustible goods in common parts.
10. Not to cause any nuisance or annoyance to the co-purchasers and or occupants of other portion of the building and flat/space.
11. Not to decorate or paint or otherwise alter the exterior of the said flat or common parts or the building any manner save in accordance with the general schedule thereof as is or may be specified by the owner.

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12. Not to claim any right in any other part of the building save as may be necessary for ingress and building save as may be necessary for ingress and egress of men, materials, utilities pipes, cables and lines to be installed in the said unit and in particular not to claim any right to any parking space or store room or terrace save expressly granted.
13. Not to obstruct or raise any objection in case the proportionate undivided share in the land is reduced as per **JMADA** rules and regulations, by reason of the owner and/or agreed to be constructed on the said land and not to obstruct or raise any objections or any nature whatsoever to such construction or any portion thereof.
14. To observe the rules framed by the developer owners and or such body which may be entrusted in this behalf by the developer and/or the vendor, regarding the manner of the use and enjoyment of the FLAT the common parts and land.
15. Not to damage the wall of the premises in question in any way whatsoever the purchaser will only be entitled to use the wooden planks for the purpose for interior decorations but it be made clear that no civil work will be allowed to be done and not to alter change or in any way disturb the present setting of the shutter fitted in the premises without consent of the developer and can change the main water supply or pumps.
16. That the purchaser shall not at any time demolish, damage flat or any portion of the said project and also shall not make any addition of whatsoever nature to flat. Purchaser may make modification of her choice according to the necessity in the interior of their space.
17. That after the possession of the flat is given to the allotted purchaser if any alteration / addition / relating to the said project and thereafter required to be carried out at the instance of the Govt. Corporation or any other statutory authority the same shall be carried out by the purchaser individually of her own cost as the case may be the vendor of the building shall not be responsible for the same.

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18. That the flat unit will be strictly utilized for residential purpose for which it is being to buyer as the case may be.
19. That unit shall mean any one flat with joint ownership of all common spaces and undivided proportionate share in land and walls also include the parking space if the same been purchased by the buyer whenever the flat of any of these appear in the agreement it will be governed by schedule hereunder mentioned specifications.
20. The purchaser have right to use the common passage, roof, staircase, lift, facility water supply, septic tank, power supply or any such facility which are for common utility and the purchaser have also full right and authority to sell gift, mortgage lease the schedule flat to anyone to their choice as absolute owner .
21. That the Developer shall take completion certificate from **JMADA** before handing the possession to the schedule B Flat to the purchaser.
22. That the vendor will be the owner of the roof/top of the building and to construct further floor provided the foundation of the building for the same and with due permission from RMC.

SCHEDULE A

All that piece and parcel of Raiyati land situated in Mouza MERAH, P.S. - Maithan, registry office Dhanbad, Sub registry office Govindpur, District - Dhanbad

Mouza: Merah, Mouza No: 251

New Khata No-228(Old Khata No-82), New Plot No -350(Old Plot No-536)

Area 40.6 dec of land as per plan attached herewith and in

Which is butted and bounded as follows: -

North: Plot No-535, 536 (p)

South: Land of Bimal Agarwal & Others

East: Road

West: Land of Plot 537

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SCHEDULE B

(Description of the Property hereby Conveyed)

Out of the aforesaid A Schedule Flat No. in the Floor Measuring super built up Area _____ sft. & one car Parking Space on ownership basis is hereby sold by this deed with all the proportionate share in the common area in the Building & undivided proportionate Variable individual Share in schedule A .

Butted and Bounded as under

North:-

South:-

East:-

West:-

SCHEDULE - C

Common Areas, Amenities & Facilities that may be enjoyed by the PURCHASER or Association, subject to the payment of the maintenance charges/ services/ levies from time to time payable by the PURCHASER

- 1) Residential Staircases.
- 2) Residential Staircases landings, lift landings & corridors on floors.
- 3) Residential Lift, Lift well & Lift Plant installation.
- 4) Common Passage, lobby, driveways, allocated to Flat Owners, on the Basement floor exception to car parking area.
- 5) Rainwater Harvesting beside Basement to drain out rainwater & basement water along with pump for overflow water drainage.
- 6) Common Boundary Walls, Common Passage, Driveway, Main Entrance & Main Gate, Electrical Lights, Open Spaces, Transformer, Temple, Security Guard Room. However, Developer can use the transformer with full right for personal and commercial usage as permitted by the competent authority.
- 7) Overhead Water Tank, Inlet Pipelines, Underground Boring, Submersible Pump & related pipelines, Sewage & Drainage pipelines, Septic Tank, Plumbing fittings & Fixtures, Fire Exits & Fire Safety Equipment, Rainwater Harvesting along with water outlet pump.
- 8) Electrical wiring, switches, lights in common area, Power Backup only for Common Electricity Connections, & all electrical fittings excluding those that are installed for any particular flat unit.
- 9) CCTV Cameras to be provided in common areas
- 10) Such other common areas, equipment, installations, fixtures, fittings in or about the said complex 'Radha Residency' only if necessary for passage to the user and occupancy of the units in common, & such other area specified by the DEVELOPER in writing expressly to be the common parts but excluding the open and covered Car Parking space area
- 11) Be it strictly mentioned that the purchasers are not entitled to utilize the common space corridor lane, of the premises for themselves Business purpose.

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SCHEDULE – D

1. Rights of easements and quasi easements of other co- purchaser / occupiers and full right and liberty in common with all other persons entitled to like rights at all times by day in by right and for all purposes in connection with the use or enjoyment of the unit to go pass and pass over and along the common passage and common portion and through and along the main entrance of the building and stair cases landing of the respective unit space full rights and liberty to other co- purchaser / occupiers to use the common portions of the said building for the purpose of redecorating and repairing their respective unit.
2. The right subjacent and lateral support or supports or shelter and protection from the pillars of the building and from the site and roof thereon.
3. The free and uninterrupted passage and running of water and Gas and electricity iron and to the units Cover drains, water cables pipes and wire to the said complex either existing to or be installed in future.
4. The right with servant Workman and others at all reasonable times at notice (except in the case of emergency) to enter or into and upon other parts of the building for purpose of repairing, cleaning and for renewing any such cover, drains, water, courses, cables, pipes and wire as aforesaid and laying down a new cover drain and water courses pipes.
5. The right with servants workman and other at all reasonable time no notice except in case of emergency to enter into and upon other portions of the building for the purpose of repairing, maintaining, renewing altering of the building the said unit or any part of the complex adjacent or lateral support shelter or protection of the unit.

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SCHEDULE – 'E'

(Proportionate share of expenses agreed to be shared by the purchaser)

1. The expenses of maintaining and repairing, redecorating renewing at the main structures and in particular the gutters, rain water pipes of the buildings, the gas and water pipes, drains electric cable wires and other means of communication in under upon the said building to be constructed and serving more then one flat, main entrance, passage, landing and stair cases of the building leading to the respective units in the said building.
2. The cost of cleaning and lighting passage, landing stair case, and other parts of the said building so enjoyed or used by the said purchaser in common with other unit holders and with occupiers as aforesaid and of keeping open portion etc. and to other parts of the said building in good condition and repairs.
3. The cost of decorating the exterior of the building.
4. All rates, taxes and outgoing payable in respect of the said building and of the same and / or any portions including the roof notwithstanding that such roof shall be property of the owners with full right of the enjoyment use. Disposal thereof.
5. Cost of insurance, against THIRD PARTY risks in respect of the building if such insurance shall be at all taken out by owners, the higher charges and other expenses of renewed taxes if any incurred by the owner in respect of the said building or any portion thereof for shortage of refuse of the owners and occupiers of the said flat and repair and renewing the dustbin or reused bin if provided at the said building.
6. All other expenses, if any incurred by the owners for the maintenance and proper convenient and running of the said building.
7. Cost of installation and maintenance of the fire safety devices would be responsibility of the Flat / unit owners on pro-rate sharing basis.
8. Liabilities arising out of any accident in course of maintenance of the complex would be that of all Flat / unit Owner and not of builder.

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9. Cost of all the amounts becoming payable by way of premium unearned increase to the Government. **JMADA**, town planning, Municipal authority or any other authority of authorities or any charge payable as betterment or development charge, fees / fines payable as betterment or development charges or nay other tax or payment will being demanded from Owner / DEVELOPER.
10. The aforesaid Property hereby conveyed by this sale Deed is not prohibited by Govt. i.e, does not comes under the Government land, forest land, adivasi Land, Bhudan land, and Govt. Acquisition land and the vendors and the purchasers satisfied with the contents of this sale Deed.

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SCHEDULE F
(Memo of Consideration)

Cheque/RTGS/DD/Cash	Amount	Dated

WITNESSESS

1.

2.

Photograph of Purchaser

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Little	Ring	Middle	Index	Thumb

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1	whether Kucha or Pucca	Pucca
2	If Pucca whether tiled or reinforce & Concrete	Reinforced Concrete & Concrete Bricks
3	Number of Stories	BASEMENT, Ground +
4	Total Number of flats in the apartment	
5	year of Construction	
6	Brief description and nature sanitaryElectrical and other fittings in case of Building and their equipment.	
7	Area of Building (flat) carpet Area	Sq.ft
8	Area of Building (Flat) super Built up	Sq.ft
9	Whether the building construction is used a residential/ commercial / or industrial	Residential
10	10.(i) If on rent the amount of annual rent (ii) Built up area of flat (iii) Proportionate share of undivided Area of land and percentage of undividedinterest	N/A
11	Cost of flat (super Built up Area)	Rs. /-
12	Cost of proportionate undivided share of ____Decimals	Rs /-
13	Cost of reserved car parking of 100 Sft.	Rs. /-
14	Annual rent of proportionate Undividedshare of land	Rs. 5.00 Paisas
15	The map attached with the schedule Shallbe part of this sale deed	Yes

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16	Certified that the land is not prohibited by Govt. i.e, does not comes under the forest land, adivasi Land , Bhudan land , KeshreHind , gairmazaruwa Land, ceiling andGovt. Acquisition land and the vendor / vendors and their properties does not comes under any reserved class under the C.N.T. Act	Free from all encumbrances
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Certified that the finger prints of the left hand of the VENDOR and purchaser, whose photograph is affixed in the document have been duly obtained before me, and the deed has been printed by me as per draft given by the parties :-

Advocate DHANBAD

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